

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
MARCH 9, 2022
7:00 P.M.**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes February 23, 2022
4. Approval of Warrant List
5. Public Comment
6. Ordinance 22-03
An Ordinance authorizing the Village of Coal City, Grundy and Will Counties, Illinois, to issue Water and Sewer Revenue Bonds or, in lieu thereof, General Obligation Bonds (Alternate Revenue

D. Greggain
R. Bradley
D. Togliatti

14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
18. Report of Village Administrator
19. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 9, 2022

**RE: STARTING ALTERNATIVE REVENUE BOND FINANCING FOR
SANITARY TREATMENT PLANT MODERNIZATION PROJECT**

The Village of Coal City is in need of capital to afford the construction and acquisition of the equipment included within the Sanitary Modernization Project. The total amount of bonds to be sold will likely be \$2 million dollars, however, \$4 million was preserved in case additional utility improvements were necessary or in case the project grows in total cost.

By the time the ordinance for the sale of bonds is prepared, the total cost is expected to be \$2 million, which will come from debt funding collected in the annual utility rate each year. The sale of these bonds will likely be placed with a local bank at a negotiated rate. The team assembled to complete this project is Ice Miller for Bond Counsel, and Baird for the creation and placement of the Alternative Revenue Bonds. The process begins with the placement of a public notice regarding the potential sale of these bonds, which will appear in the upcoming edition of the Coal City Courant.

In addition to the adoption of this ordinance providing notice to the public of the intent to issue bonds is a letter of engagement with bond counsel later within the agenda.

Recommendation:

Adopt Ordinance No. _____: Providing Notice to the Public of the Intent of the Village Board to Issue up to \$4 million in Alternative Revenue Bonds to raise capital for the Sanitary Modernization Project.

ORDINANCE NO. _____

An Ordinance authorizing the Village of Coal City, Grundy and Will Counties, Illinois, to issue Water and Sewer Revenue Bonds or, in lieu thereof, General Obligation Bonds (Alternate Revenue Source) (said bonds being general obligation bonds to be issued in one or more series, on a taxable or tax-exempt basis, for which property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the net revenues of the waterworks and sewerage system of said Village and the Village's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law) in an aggregate principal amount not to exceed \$4,000,000, for the purpose of paying the costs of various capital-related projects within the Village.

* * *

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the "**Village**"), is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois (the "**State**"), and is now operating under the provisions of the Illinois Municipal Code, as amended (the "**Municipal Code**"), and, having the powers, objects and purposes provided by said Municipal Code, has for many years owned and operated a waterworks and sewerage system as set forth in Division 139 of Article 11 of the Municipal Code (the "**System**"); and

WHEREAS, the Mayor and Board of Trustees of the Village (the "**Corporate Authorities**") have determined that it is advisable, necessary and in the best interests of the Village to (i) finance various capital-related projects within the Village including but not limited to construction of an addition to the current treatment facility, purchase of more energy-efficient machinery and equipment, and other improvements to the utility facilities of the Village (the "**Project**") and (ii) pay certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village; and

WHEREAS, the estimated cost of the Project, including legal, financial, bond discount, if any, printing and publication costs, capitalized interest, if any, and other expenses (collectively, the "**Costs**"), will not exceed \$4,000,000, and the Village has insufficient funds on hand and lawfully available to pay such Costs; and

WHEREAS, the Village reasonably expects to advance its own funds to pay certain costs of the Project and subsequently reimburse these advances with proceeds of debt to be incurred by the Village; and

WHEREAS, the Corporate Authorities have further determined that it is advisable, necessary and in the best interests of the Village that the Project be completed and, in order to finance the cost of the Project, it will be necessary for the Village to issue bonds payable from

the net revenues derived from the operation by the Village of the System ("**Net Revenues**" generally, means gross revenues minus operating and maintenance expenses) as authorized to be issued at this time pursuant to Division 139 of Article 11 of the Code (the "**Water and Sewer Revenue Bonds**") or, in lieu thereof, alternate bonds (the "**Alternate Bonds**"), being general obligation bonds payable from the (i) Net Revenues, and (ii) Village's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law (the "**Utility Tax Receipts**," and together with the Net Revenues, the "**Pledged Revenues**"), in an amount not to exceed \$4,000,000, as authorized to be issued at this time pursuant to the Act; and

WHEREAS, if the Pledged Revenues are insufficient to pay the Alternate Bonds, ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "**Pledged Taxes**"), are authorized to be extended to pay the principal of and interest on the alternate bonds; and

WHEREAS, up to \$4,000,000 of alternate bonds need to be issued at this time pursuant to the Local Government Debt Reform Act of the State, as amended, 30 ILCS 350/1 to 350/18 (the "**Act**"); and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Act, the Village is authorized to issue revenue bonds or, in lieu thereof, alternate bonds, in one or more series, on a taxable or tax-exempt basis, in an aggregate principal amount not to exceed \$4,000,000 for the purpose of providing funds for the Project and to pay the Costs;

NOW THEREFORE, Be It Ordained by the Mayor and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. It is advisable, necessary and in the best interests of the Village to complete the Project in accordance with the estimate of costs as hereinabove described, and that for such purpose, there are hereby authorized to be issued and sold the Water and Sewer Revenue Bonds or, in lieu thereof, the Alternate Bonds, in an aggregate principal amount not to exceed \$4,000,000.

Section 3. Intent to Reimburse from Issue of Bonds. The Village intends this Ordinance to satisfy the requirements of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "**Code**"), and specifically Treasury Reg. §1.150-2(d), regarding the declaration by the Village of its official intent to issue its bonds for the purpose of reimbursing original expenditures (as that term is defined in Treasury Reg. §1.150-2(c)) incurred with respect to the Project within 60 days preceding the adoption of this Ordinance.

Section 4. Publication. Within ten (10) days after the adoption of this Ordinance, this Ordinance, together with a notice in the statutory form, shall be published once by the Corporate

Authorities in the *Coal City Courant*, being a newspaper of general circulation within the Village, and if a petition, signed by 380 electors (said number being 10% of the registered voters in the Village), is filed with the Village Clerk within thirty (30) days after the date of the publication, asking that the question of the issuance of the Water and Sewer Revenue Bonds (the “**Water and Sewer Revenue Bond Proposition**”) be submitted to the electors of the Village, then the Water and Sewer Revenue Bond Proposition shall be submitted to the electors of the Village at the general primary election to be held on the 28th day of June, 2022, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Water and Sewer Revenue Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 8th day of November, 2022. If no petition is filed with the Village Clerk within said 30-day period, then this Ordinance shall be in full force and effect and the Water and Sewer Revenue Bonds shall be authorized to be issued. A petition form shall be provided by the Village Clerk at the principal office of the Village, located at 515 South Broadway Street, Coal City, Illinois, to any individual requesting one.

This Ordinance, together with a notice in the statutory form, shall be published once by the Corporate Authorities in the *Coal City Courant*, being a newspaper of general circulation in the Village, and if a petition, signed by 285 electors (said number being the greater of (i) seven and one-half percent (7½%) of the registered voters in the Village or (ii) the lesser of 200 registered voters or 15% of registered voters), asking that the question of the issuance of the Bonds (the “**Alternate Bond Proposition**”) be submitted to the electors of the Village, is filed with the Village Clerk within thirty (30) days after the date of the publication, then the Alternate Bond Proposition shall be submitted to the electors of the Village at the general primary election to be held on the 28th day of June, 2022, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Alternate Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 8th day of November, 2022. If no petition is filed with the Village Clerk within said 30-day period, then this Ordinance shall be in full force and effect and the Alternate Bonds shall be authorized to be issued. A petition form shall be provided by the Village Clerk at the principal office of the Village, located at 515 South Broadway Street, Coal City, Illinois, to any individual requesting one.

It is expressly provided that, in the event there shall be filed with the Village Clerk in a timely manner a petition asking that the issuance of the Water and Sewer Revenue Bonds be submitted to referendum, the Alternate Bonds payable from Net Water and Sewer Revenues, shall not be authorized to be issued until such time as the issuance of the Water and Sewer Revenue Bonds shall have been submitted to the electors of the Village and a majority of the votes cast on such question shall have been in favor thereof.

Section 5. Additional Ordinances. If no petition with respect to the issue of the Water and Sewer Revenue Bonds or, in lieu thereof, the Alternate Bonds, and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Water and Sewer Revenue Bonds or, in lieu

thereof, the Alternate Bonds, and prescribing all the details of the Water and Sewer Revenue Bonds or, in lieu thereof, the Alternate Bonds, so long as the maximum aggregate principal amount of the Water and Sewer Revenue Bonds or, in lieu thereof, the Alternate Bonds, as set forth in this Ordinance is not exceeded and there is no material change in the Project. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Water and Sewer Revenue Bonds or, in lieu thereof, the Alternate Bonds, under applicable law.

Section 6. Additional Proceedings. If no petition meeting the requirement of applicable law is filed during the petition period hereinabove referred to, then the preparation and distribution of a preliminary official statement relating to the Bonds is hereby approved, and the Mayor is hereby authorized to deem the preliminary official statement nearly final.

Section 7. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 8. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED this 9th day of March, 2022.

APPROVED by me this 9th day of March, 2022.

By: _____

Its: Terry Halliday
Mayor, Village of Coal City, Grundy and
Will Counties, Illinois

ATTEST:

By: _____

Its: Pamela M. Noffsinger
Village Clerk, Village of Coal City,
Grundy and Will Counties, Illinois

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION
AND HEARING ON PROPOSED ISSUANCE**

Notice is hereby given that pursuant to Ordinance No. _____, adopted March 9, 2022 (the "Ordinance"), the Village of Coal City, Grundy and Will Counties, Illinois (the "**Village**"), intends to issue its Water and Sewer Revenue Bonds (the "**Water and Sewer Revenue Bonds**") or, in lieu thereof, its General Obligation Bonds (Alternate Revenue Source) (the "**Alternate Bonds**"), in the principal amount of not to exceed \$4,000,000, and bearing interest per annum at not to exceed the maximum rate authorized by law at the time of the sale thereof, for the purpose of (i) financing various capital related projects within the Village including but not limited to construction of an addition to the current treatment facility, purchase of more energy efficient machinery and equipment, and other improvements to the utility facilities of the Village (the "**Project**"), and (ii) paying certain costs related to the issuance thereof. The Alternate Bonds would be payable from the (a) Net Revenues of the Waterworks and Sewerage System of the Village, (b) Village's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law, and (c) ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount. A complete copy of the Ordinance follows this notice.

Notice is hereby further given that, if a petition signed by 380 or more electors of the Village (the same being equal to 10% of the registered voters of the Village) asking that the question of the Project, as provided in the Ordinance, and the issuance of the Water and Sewer Revenue Bonds therefor be submitted to the electors of the Village is filed with the Village Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, the proposition (the "**Water and Sewer Revenue Bond Proposition**") shall be submitted to the electors of the Village at the general primary election to be held on the 28th day of June, 2022, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Water and Sewer Revenue Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 8th day of November, 2022. If no petition is filed with the Village Clerk within said 30-day period, then the Ordinance shall be in full force and effect and the Water and Sewer Revenue Bonds shall be authorized to be issued.

Notice is hereby further given that if a petition signed by 200 or more electors of the Village (being equal to the greater of (i) 7.5% of the registered voters in the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) asking that the issuance of the Alternate Bonds be submitted to referendum is filed with the Village Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, the proposition (the "**Alternate Bond Proposition**") shall be submitted to the electors of the Village at the general primary election to be held on the 28th day of June, 2022, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Alternate Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 8th day of November, 2022. If no petition is filed with the Village Clerk within said 30-day period, then the Ordinance shall be in full force and effect and the Alternate Bonds shall be authorized to be issued.

The forms of petitions shall be provided by the Village Clerk at the principal office of the Village, located at 515 South Broadway Street, Coal City, Illinois, to any individual requesting one.

By order of the Board of the Village.

Dated this 9th day of March, 2022.

/s/ Pamela M. Noffsinger _____

Village Clerk

Village of Coal City, Grundy and Will Counties, Illinois

PETITION — ALTERNATE BONDS (GRUNDY COUNTY)

To the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois:

We, the undersigned, being registered voters of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of Grundy, Illinois, and submitted to the electors of said Village at the next election to be held at which said question may be voted upon:

"Shall the Village of Coal City, Grundy and Will Counties, Illinois, issue its general obligation alternate bonds to the amount of not to exceed \$4,000,000 (said bonds being general obligation bonds for which property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the (i) net revenues of the Waterworks and Sewerage System of the Village, and (b) Village's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law), for the purpose of financing various capital-related projects within the Village including but not limited to construction of an addition to the current treatment facility, purchase of more energy-efficient machinery and equipment, and other improvements to the utility facilities of the Village?"

SIGNATURE	ADDRESS
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), _____ (City, Village or Town), _____ County, _____ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2022.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

PETITION — ALTERNATE BONDS (WILL COUNTY)

To the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois:

We, the undersigned, being registered voters of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of Will, Illinois, and submitted to the electors of said Village at the next election to be held at which said question may be voted upon:

“Shall the Village of Coal City, Grundy and Will Counties, Illinois, issue its general obligation alternate bonds to the amount of not to exceed \$4,000,000 (said bonds being general obligation bonds for which property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the (i) net revenues of the Waterworks and Sewerage System of the Village, and (b) Village’s collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law), for the purpose of financing various capital-related projects within the Village including but not limited to construction of an addition to the current treatment facility, purchase of more energy-efficient machinery and equipment; and other improvements to the utility facilities of the Village?”

SIGNATURE	ADDRESS
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), _____ (City, Village or Town), _____ County, _____ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2022.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

PETITION — WATER AND SEWER REVENUE BONDS (GRUNDY COUNTY)

To the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois:

We, the undersigned, being registered voters of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of Grundy, Illinois, and submitted to the electors of said Village at the next election to be held at which said question may be voted upon:

“Shall the Village of Coal City, Grundy and Will Counties, Illinois, pay the costs of financing various capital-related projects within the Village including but not limited to construction of an addition to the current treatment facility, purchase of more energy-efficient machinery and equipment, and other improvements to the utility facilities of the Village, as provided for by Ordinance No. _____, and issue its waterworks and sewerage revenue bonds for the purpose of paying the costs thereof?”

SIGNATURE	ADDRESS
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois
_____	_____, Coal City, Grundy County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), _____ (City, Village or Town), _____ County, _____ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2022.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

PETITION — WATER AND SEWER REVENUE BONDS (WILL COUNTY)

To the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois:

We, the undersigned, being registered voters of the Village of Coal City, Grundy and Will Counties, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of Will, Illinois, and submitted to the electors of said Village at the next election to be held at which said question may be voted upon:

“Shall the Village of Coal City, Grundy and Will Counties, Illinois, pay the costs of financing various capital-related projects within the Village including but not limited to construction of an addition to the current treatment facility, purchase of more energy-efficient machinery and equipment, and other improvements to the utility facilities of the Village, as provided for by Ordinance No. _____, and issue its waterworks and sewerage revenue bonds for the purpose of paying the costs thereof?”

SIGNATURE	ADDRESS
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois
_____	_____, Coal City, Will County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), _____ (City, Village or Town), _____ County, _____ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____ day of _____, 2022.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

BINA Notice Form

The Mayor and Village Board of the Village of Coal City, Grundy and Will Counties, Illinois, will hold a public hearing on March 23, 2022 at 7:00 p.m. The hearing will be held at the Village Board Room, 515 South Broadway Street in Coal City, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in an amount not to exceed \$4,000,000 for the purpose of (i) financing various capital-related projects within the Village including but not limited to construction of an addition to the current treatment facility, purchase of more energy-efficient machinery and equipment, and other improvements to the utility facilities of the Village, and (ii) paying certain costs of issuance of the Bonds.

By: /s/ Pamela M. Noffsinger

Title: Village Clerk

Note to Publisher: The above notice is to be published one time on or before 7 days before the hearing, but not prior to 30 days before the hearing. Suggest sometime in the week of _____, 2022. **The publication may be in the "legals" or "classified" section of the paper. NO SPECIAL BORDER IS REQUIRED FOR THIS PUBLICATION. DO NOT USE ANY SPECIAL BORDER.** Please send your statement to:

Village Clerk
Village of Coal City
515 South Broadway Street
Coal City, Illinois 60416

and send two publication certificates (and text) to Ice Miller LLP, 200 West Madison Street, Suite 3500, Chicago, Illinois 60606-3417, Attention Jenine Phillips.

PUBLISHER: DO NOT PRINT THE FOLLOWING:

Mayor's Approval and Order Setting Public Hearing:

The undersigned, Mayor of the above Municipality hereby approves and orders the setting of the above Bond Issue Notification Act hearing.

Date: _____, 2022

Mayor

When signed by the Mayor, please date and fax back to Ice Miller LLP, Attention: Jenine Phillips at 312/726-2694.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 9, 2022

**RE: SUPPORT RESOLUTION FOR WCGL STP SURFACE
TRANSPORTATION PROJECTS**

The Village of Coal City has successfully utilized WCGL Transportation Committee funding in the past with resurfacing of S. Broadway between the railroad tracks and Spring Road and then the complete reconstruction of S. Broadway from Division to Park Street. Currently, N. Broadway from Division to North Street and that intersection eastward to Dresden Road shall undergo its Phase II Design Engineering this upcoming fiscal year.

The Committee takes applications in the even numbered years in order to capture federal funds that are distributed throughout recognized metropolitan planning organizations. This year, Coal City is submitting the resurfacing of Carbon Hill Road for which Chamlin Engineering has completed a Phase I Study and has begun on the required Phase II portion. In addition, since Phase II will be completed for the N. Broadway reconstruction project, the Village may apply for the construction of this project within the current call for funding.

The new requirement to complete this application is the adoption of resolutions by the governing board in order to pledge the 20% local match that will be required for these projects. The total amount requested from federally funding for the construction project slightly exceeds the current maximum, but it is hoped the cap shall grow by the time that projects are awarded. The local 20% match for the Carbon Hill Road project is \$139,100 and the portion required for the N. Broadway construction project is \$1,352,052. These projects have been included within the Village's 5-year capital improvement project.

Recommendation:

- 1.) Adopt Resolution No. _____: Supporting the 20% match for the Carbon Hill Road Resurfacing Project.
- 2.) Adopt Resolution No. _____: Supporting the 20% match for the N. Broadway Reconstruction Project.

Resolution No. _____

A RESOLUTION SUPPORTING AND FUNDING A LOCAL MATCH FOR FEDERAL FUNDING OF THE RESURFACING OF CARBON HILL ROAD BETWEEN STATE ROUTE 113 (DIVISION) AND THE BNSF RAILROAD CROSSING

WHEREAS, the Village of Coal City is applying for federal surface transportation funding via the Will County Governmental (WCGL) local planning authority for application of such funding; and

WHEREAS, it is necessary that an application be made and agreements entered into with the Illinois Department of Transportation entering into a Local Partnership Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, as follows:

- 1) that the Village of Coal City shall apply for federal surface transportation funding locally managed by the WCGL according to the terms and conditions for consideration to be awarded a project from the STP Shared Fund.
- 2) that the Mayor and Village Clerk, on behalf of the Village of Coal City, shall execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Village shall accumulate \$139,100 towards the local match to be utilized for payment of construction and/or construction engineering related to the completion of this project in concert with the 80% funding anticipated from federal surface transportation funding sources.
- 4) that the Village staff is authorized to provide such additional information as may be required to maintain required reporting throughout the project's consideration and final completion.

This Resolution shall be in full force and effect immediately from and after its passage and approval as provided by law.

SO RESOLVED this _____ day of _____, 2022, at Coal City, Grundy and Will Counties, Illinois.

AYES:
NAYS:

ABSENT:
ABSTAIN:

Attest

VILLAGE OF COAL CITY

Pamela Noffsinger, Clerk

Terry Halliday, Mayor

Resolution No. _____

A RESOLUTION SUPPORTING AND FUNDING A LOCAL MATCH FOR THE RECONSTRUCTION OF NORTH BROADWAY BETWEEN STATE ROUTE 113 (DIVISION) AND NORTH STREET AND THEN EXTENDING EASTWARD TO DRESDEN ROAD

WHEREAS, the Village of Coal City is applying for federal surface transportation funding via the Will County Governmental (WCGL) local planning authority for application of such funding; and

WHEREAS, it is necessary that an application be made and agreements entered into with the Illinois Department of Transportation entering into a Local Partnership Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, as follows:

- 1) that the Village of Coal City shall apply for federal surface transportation funding locally managed by the WCGL according to the terms and conditions for consideration to be awarded a project from the STP Shared Fund.
- 2) that the Mayor and Village Clerk, on behalf of the Village of Coal City, shall execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Village shall accumulate \$1,352,052 towards the local match to be utilized for payment of construction and/or construction engineering related to the completion of this project in concert with the 80% funding anticipated from federal surface transportation funding sources.
- 4) that the Village staff is authorized to provide such additional information as may be required to maintain required reporting throughout the project's consideration and final completion.

This Resolution shall be in full force and effect immediately from and after its passage and approval as provided by law.

SO RESOLVED this _____ day of _____, 2022, at Coal City, Grundy and Will Counties, Illinois.

AYES:
NAYS:

ABSENT:
ABSTAIN:

Attest

VILLAGE OF COAL CITY

Pamela Noffsinger, Clerk

Terry Halliday, Mayor

February 17, 2022

WRITER'S DIRECT NUMBER: (312) 726-7127
DIRECT FAX: (312) 726-2696
EMAIL: James.Snyder@icemiller.com

CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

Mr. Matthew Fritz
Village Administrator
515 S. Broadway Street
Coal City, Illinois 60416

RE: Letter of Engagement of Ice Miller LLP

Dear Mr. Fritz:

We are pleased you have asked us to serve as bond counsel and disclosure counsel to handle the engagement described in this letter, and appreciate the opportunity to serve you. Please take a moment to review this letter (and the enclosed standard Ice Miller Terms and Conditions) to confirm our mutual understanding regarding your retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services to you. Please let us know if there is anything you do not understand or would like to discuss changing.

Client and Nature and Scope of the Relationship

We understand that we will be serving as bond counsel and disclosure counsel to the Village of Coal City, Grundy and Will Counties, Illinois (the "Issuer") in connection with the proposed issuance of General Obligation Bonds (Water and Sewer Alternate Revenue Source), Series 2022 (the "Bonds"). As bond counsel, our job is principally to render certain approving opinions regarding the validity of the financing under applicable state and federal laws and to render certain opinions concerning the tax status of the interest on the Bonds. In order to do this, we will be required to perform the following functions:

1. Preparation or review of all documentation (e.g., ordinances, resolutions, agreements, leases, indentures, bonds, notices and other forms) requisite to the authorization, issuance, and sale of the Bonds (including the documents previously prepared);
2. Attendance at meetings of the Issuer, when necessary, at which proceedings affecting the transaction will be considered or voted upon;
3. Consultations with the various parties (normally the financial advisor, other consultants, if any, you and the Issuer's attorney), including bond insurers, rating agencies, or letter of

credit issuers, involved in the transaction regarding the details and problems of the transaction and the legal proceedings required for the transaction;

4. Responding to inquiries from prospective purchasers of the Bonds;
5. Attendance at and supervision of the closing of the financing;
6. Examination of the executed transcript documents;
7. Furnishing to the Issuer and to the purchasers of the Bonds an approving opinion as to the legality of the issue and the exclusion from gross income of interest on the Bonds for federal income tax purposes; and
8. Assembling, duplicating, and binding the transcript documents for delivery to the parties to the transaction.

We will draft documents (or review documents drafted by other parties) and generally supervise the proceedings as they move toward closing. While our primary responsibility is to the Issuer, we also have a responsibility to those persons or entities who will ultimately hold the Bonds to render an independent, objective opinion on the Bonds. Our main functions are to opine objectively that the Bonds have been lawfully issued, that their tax status is that for which the purchasers have bargained and agreed, and that certain legal steps have been undertaken regarding timely payment of the Bonds and the interest on the Bonds. Unless the Issuer decides to make special arrangements, our engagement does not include post-issuance advice or any obligation to monitor or give advice on the Issuer's continuing compliance with any tax requirements, as set forth in the Bonds and the closing documents, which must be followed after issuance of the Bonds in order to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes or to give advice on continuing compliance with securities law requirements.

As disclosure counsel, our job is principally to prepare the document pursuant to which the Bonds will be offered into the market for sale. In order to do this, we will be required to perform the following functions:

1. Prepare and/or review Preliminary Official Statement(s) and Official Statement(s), as applicable;
2. Review any stated representation by Robert W. Baird & Co. Inc. (the "Underwriter"), as to review of Official Statement;
3. Assist in coordinating the delivery of the Official Statement to the Underwriter on a timely basis as soon as possible;
4. Participate in customary due diligence for the offering;
5. Review legal issues relating to the structure of the Bonds, the authorization for the offering, and the structure of the offering;

6. Prepare Bond Purchase Agreement drafts, if applicable;
7. Review opinions and closing documents from other parties;
8. Render 10b-5 statement covering the Official Statement as of its date and as of the Closing Date (the "Statement"); and
9. Prepare or review a Continuing Disclosure Agreement, if applicable.

In this transaction, our job as disclosure counsel is principally to counsel the Issuer, as an issuer of municipal or other governmental securities, to comply with applicable federal and state securities laws. As such, we will work with officials of the Issuer, the Underwriter or Financial Advisor to review certain information compiled to be provided by the Issuer in an Official Statement. We will also conduct due diligence to investigate the accuracy of the materials compiled or provided for the Official Statement. The Statement we render will be based on facts and law existing as of its date. In rendering our Statement, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Underwriter with applicable laws relating to the Bonds. We have agreed that our engagement as disclosure counsel is limited to performance of services related to this matter. Except to the extent otherwise specifically agreed and confirmed by us in writing, this engagement does not extend to advice or representation concerning other matters. We may agree with you to further limit or to expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. No other party is being represented by us. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives in this engagement.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We have not been engaged to review the financial condition of the Issuer, the feasibility of the financing, or the adequacy of the security provided to Bond owners, and we will express no opinion related thereto. We are not financial advisors or municipal advisors as contemplated by the Dodd-Frank Act.

I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may arise in this regard may always be directed to me, Mark Huddle, or Shelly Scinto who will also provide services on the engagement.

Conflicts of Interest/Disclosure of Potential Conflicts of Interest

This engagement letter will also serve to give express written notice to the Issuer that (a) from time to time we represent in a variety of capacities and consult with most underwriters, including investment bankers, financial advisors and other persons active in the Illinois public finance market on a wide range of issues, and (b) prior to your execution of this engagement letter we may have consulted with a number of such firms regarding the Bonds, including, specifically, the Underwriter. Your acceptance of our services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements with the Underwriter. Neither our representation of the Issuer nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective statement.

Compensation; Other Important Terms and Conditions

Unless otherwise specifically agreed, our fees are based primarily on our hourly billing rates for attorneys, paralegals and other professionals as applied to the amount of time that we expend in providing services. When appropriate in our judgment, we will involve other attorneys and paralegals or other legal assistants on work that can be performed effectively at their rates. The hourly rates of our professionals are periodically reviewed and adjusted upward to reflect the current cost of delivering comparable legal services and other market conditions. Accordingly, in preparation of our statements for professional services, we will use those hourly rates in effect at the time the services are rendered.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include long distance telephone charges, photocopying, facsimile transmission, computer research, mileage, travel expenses and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These Terms and Conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal, are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

Acceptance

We hope that this letter and the enclosed Terms and Conditions are helpful and accurately state the scope of the representation agreed upon. We intend to provide legal services based on this letter, and will assume that this letter accurately reflects our mutual agreement (regardless of

Mr. Matthew Fritz, Village Administrator
February 17, 2022
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whether you sign and return this letter to us), unless you notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided, and return the same to me.

Sincerely yours,

ICE MILLER LLP



James Snyder

Acknowledged and Agreed:

*VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS*

Date: _____

Authorized Official

Enclosures: Terms and Conditions of Engagements for Legal Services
Copy of Engagement Letter

cc: Accounting Department

ICE MILLER LLP

Terms and Conditions of Engagements for Legal Services

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

Our Responsibilities

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

Your Responsibilities

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Client(s) Represented

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a lawyer-client

relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

How We Will Work For You

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

How We May Communicate With You

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

About Our Fees

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for work

performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges and Expenses

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

Estimates

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in

our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

Your Consent to Future Conflicts of Interest

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

Document Retention

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Personal Data from the European Economic Area

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary disclosures, and take all other required steps to comply with

any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

Response to Audit Inquiries

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

Termination or Withdrawal

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for

withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

Identification of Relationship

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at enews@icemiller.com.

Revised: July 2018



221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com • www.chamlin.com

December 20, 2021

Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
Valerio Road & Carbon Hill Road
Fog Seal Coating
Pay Request #2 & Final

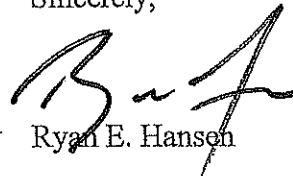
Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by A.C. Pavement. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	78,075.00
Completed Amount:	\$	57,748.90
Previous Payments:	\$	54,861.46
0% Retention	\$	-
	\$	<u>2,887.44</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$2,887.44 be made to A.C. Pavement.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

Project # 66370.00

Peru Office
4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office
218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office
903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

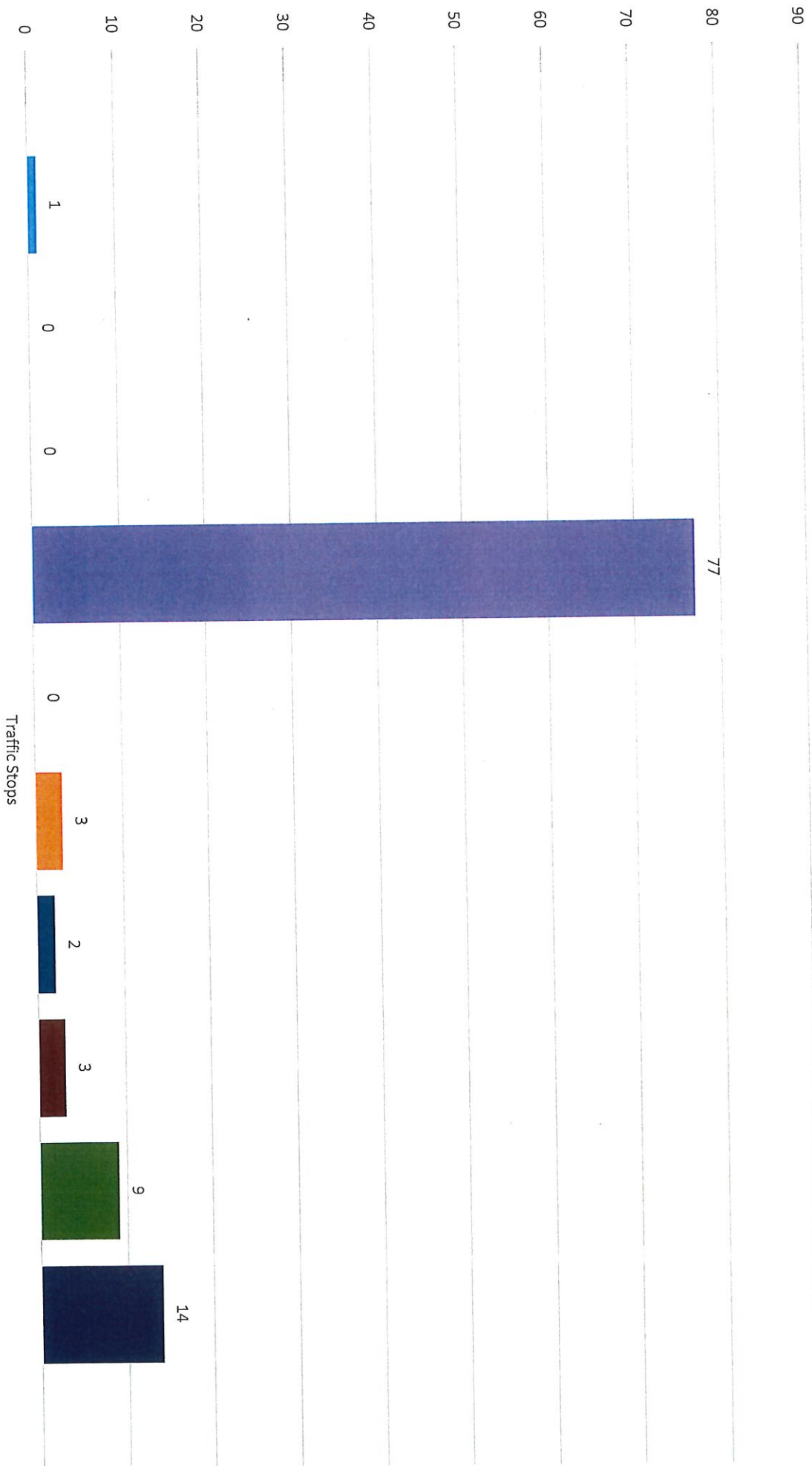
	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Reth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	1	9	15	24	72	0	18	3	20	1	68	39	64	0	0	0	0	334
Feb-22	0	6	28	37	62	0	48	11	96	0	81	31	8	0	0	0	0	408
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	1	15	43	61	134	0	66	14	116	1	149	70	72	0	0	0	0	742

	Harselm	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	0	7	2	17	26	0	7	2	13	1	21	26	20	0	0	0	0	142
Feb-22	0	3	11	22	24	0	17	6	18	0	17	15	2	0	0	0	0	135
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	10	13	39	50	0	24	8	31	1	38	41	22	0	0	0	0	277

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	1	2	13	7	46	0	11	1	7	0	47	13	44	0	0	0	0	192
Feb-22	0	3	17	15	38	0	31	5	78	0	64	16	6	0	0	0	0	273
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
AUG-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	1	5	30	22	84	0	42	6	85	0	111	29	50	0	0	0	0	465

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustiz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	0	1	0	0	43	0	1	1	0	0	4	8	4	0	0	0	0	62
Feb-22	0	0	0	0	34	0	2	1	3	0	5	6	0	0	0	0	0	51
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	1	0	0	77	0	3	2	3	0	9	14	4	0	0	0	0	113

2022 Yearly Traffic Stops

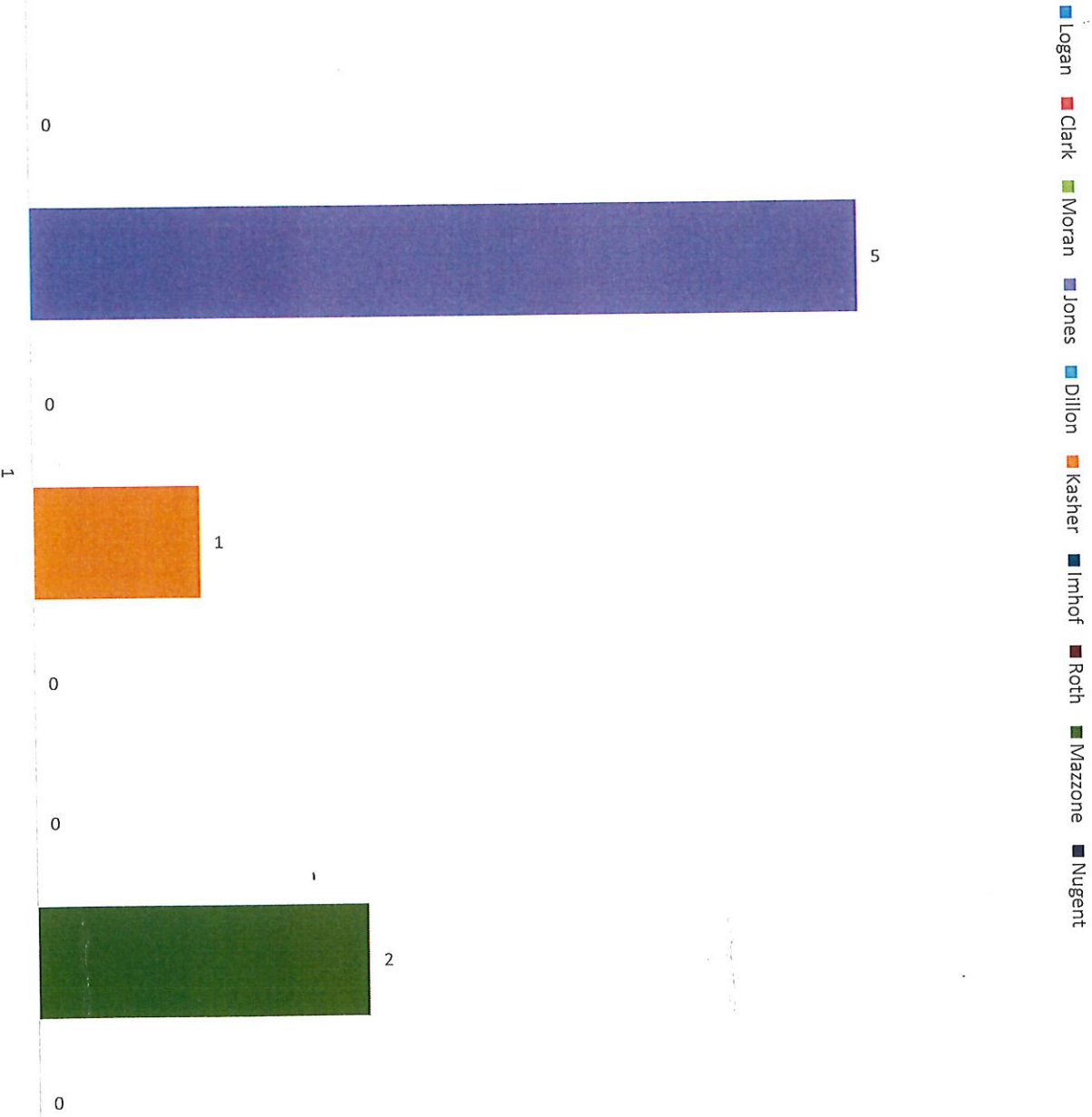


- Logan
- Clark
- Moran
- Jones
- Dillon
- Kasher
- Imhof
- Roth
- Mazzone
- Nugent

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Total
Jan-22	0	0	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	3
Feb-22	0	0	0	0	4	0	1	0	0	0	1	0	0	0	0	0	0	6
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	0	0	0	5	0	1	0	0	0	2	0	1	0	0	0	0	9

2022 Criminal Charges

CRIMINAL CHARGES



	Harseim	Logan	Clark	Maran	Jones	Dillon	Kasler	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Britley	Roach	Paquette	Butterfield	Totals
Jan-22	0	0	0	1	2	0	1	1	0	0	0	0	1	0	0	0	0	6
Feb-22	0	0	0	1	3	0	1	1	2	0	0	0	0	0	0	0	0	8
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	0	0	2	5	0	2	2	2	0	0	0	1	0	0	0	0	14

